

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Hill and Knowlton Strategies, LLC

2. Registration Number

3301

3. Primary Address of Registrant

Hill and Knowlton Strategies, LLC
C/O Sarah Riley
1111 19th St NW 3rd Floor
Washington, D.C. 20036

4. Name of Foreign Principal

Japan National Tourism Organization ("JNTO")
through All Nippon Airways Ltd. ("ANA")

5. Address of Foreign Principal

1-6-4, Yotsuya, Shinjuku-ku, Tokyo 160-0004, Japan

6. Country/Region Represented

Japan

7. Indicate whether the foreign principal is one of the following:☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:****a) Branch or agency represented by the registrant**

JNTO is an independent administrative organization under the administration of Japan Tourism Agency ("JPA"), an external agency of the Ministry of Land, Infrastructure, Transport and Tourism ("MLIT")

b) Name and title of official with whom registrant engages

Kobayashi Wataru, JNTO. For clarity, H+K does not engage directly with JNTO and its relationship is through ANA.

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).





N/A

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
July 08, 2021	Andy Scharf	 /s/ Andy Scharf eSigned
		
		
		

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Hill and Knowlton Strategies, LLC

2. Registration Number

3301

3. Name of Foreign Principal

Japan National Tourism Organization ("JNTO") through All Nippon Airways, Ltd. ("ANA")

Check Appropriate Box:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☒ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? June 28, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

ANA has been engaged by JNTO and Dentsu Inc. ("Dentsu") to create a campaign promoting tourism in Japan in 2021 (the "Campaign"). H+K's work for JNTO is through its relationship with ANA. Dentsu will act as relationship manager with JNTO on behalf of ANA. As such, there is no formal contract between H+K and JNTO. The agreed upon terms and conditions of the engagement between H+K and ANA on behalf of JNTO and Dentsu are reflected in the attached Statement of Work ("SOW").

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see 8 above.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see 9 above.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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N/A

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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N/A

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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N/A

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
July 08, 2021	Andy Scharf	 /s/ Andy Scharf eSigned
		
		
		

**STATEMENT OF WORK – North America JNTO x ANA Tourism Campaign**

This Statement of Work (this “SOW”) dated June 1, 2021 is entered into and made a part of the Professional Services Agreement (“SA”) between Hill and Knowlton Strategies, LLC DBA Hill+Knowlton Strategies (“H+K”) and All Nippon Airways Co., Ltd. (“Client”).

For purposes of this SOW, (i) Japanese National Tourism Organization (“JNTO”) will be the fund provider and owner of the copyright of all Deliverables, (ii) Dentsu Inc. (“Dentsu”) is an agency that will manage the business relationship with Client on behalf of JNTO including but not limited to making timely payments to Client to ensure Client can make timely payments to H+K, and (iii) Client, on behalf of Dentsu/JNTO, will oversee the performance of H+K under this SOW, including but not limited to the transmittal of any reports, approvals, invoices, payments and other materials.

The SA entered into between H+K and Client, dated September 15, 2020, shall govern this SOW, except that in the case of any conflict between any terms in this SOW and any terms in the SA, this SOW will govern.

“Deliverables” means any deliverables to be created by H+K and delivered to Client on behalf of Dentsu/JNTO.

1. Description of Project Services/Deliverables:

ACTIVITY	TOTALS
Development of a North America campaign and production of assets to reinvigorate tourism to Japan in 2021. <ul style="list-style-type: none">Campaign to be executed within agreed to timeline, but is expected to wrap by December 2021.	
Influencer costs and fees (e.g. journalists) <ul style="list-style-type: none">Estimated partnership fees	
Development of campaign creative and delivery of creative assets, including: <ul style="list-style-type: none">Production costs and coordination, including all filming, 3rd party vendor fees and all costs associated with production	
Experience Class Refresh, content development <ul style="list-style-type: none">Content refresh such as long form and short form content; alignment with Client and JNTO on content topics	
GRAND TOTAL	\$900,000

2. Start Date and Expected Completion Date:

The work outlined in this SOW will commence based on a mutually agreed upon launch for the program, which will be defined by the ongoing situation with COVID-19 and impact on leisure travel to Japan. It is expected that the campaign will launch in September 2021 and will end by December 2021. The full wrap up report will be completed by March 11, 2022.

3. Fees and Payment Terms:

Subject to Section 4 below, H+K will invoice Client monthly in the following amounts (Assumes September - December 2021 Campaign Period). H+K will submit each monthly invoice (an "H+K Invoice") to Client by the 5th day of each month, and payment is due within 30 days Client of receipt.

4. Approvals by JNTO/Dentsu.

(A) **H+K Management Activity Report.** No later than 10 days prior to issuing an H+K Invoice, H+K will deliver to Client a Management Activity Report describing the work which H+K will undertake to perform on the Project in the upcoming month (the "Report"). The Report will provide sufficient detail of the upcoming H+K work and its estimated expenses to allow JNTO/Dentsu to make a decision on whether to approve the Report.

(B) **JNTO/Dentsu Approval/Non-Approval.** No later than 5 days after receipt of a Report, Client will deliver to H+K JNTO/Dentsu's approval ("Approval") or non-approval of the Report ("Non-Approval"). Upon receipt of an Approval, H+K may issue the applicable H+K Invoice. If JNTO/Dentsu issue a Non-Approval, H+K will not issue an H+K Invoice for the upcoming month, and Section 5 below will apply.

5. Suspension or Termination by JNTO/Dentsu.

Client, on behalf of JNTO/Dentsu, may terminate or suspend this SOW at any time, on notice to H+K, if JNTO/Dentsu decide the Campaign must be terminated or suspended due to the COVID-19 coronavirus, another pandemic or epidemic or any other reason listed in Section 12 (Failure of Suppliers/Force Majeure) in the SA. If this Section 5 is invoked, H+K will be paid as follows:

(A) **Deliverables Delivered.** If H+K has delivered all the Deliverables, H+K will be paid in full pursuant to this SOW, regardless of whether JNTO/Dentsu use the Deliverables.

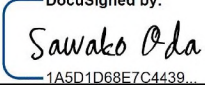
(B) **Deliverables Not Delivered.** If H+K has not delivered all the Deliverables, H+K will be paid for H+K's authorized commitments and proper charges earned and incurred in connection with the work performed under this SOW ("H+K Expenses") as of the date of H+K's receipt of (i) a Non-Approval or (ii) notice of termination or suspension. H+K will timely account to Client for the H+K Expenses and either will be paid for any amount owed to cover the H+K Expenses or will reimburse any amount received that exceeds the H+K Expenses. Any provision of the SA contrary to this section 5 will not be effective.

(C) **Use of Deliverables Delivered.** JNTO will be owner of and may use any Deliverables delivered at any time at its sole discretion.

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the day and year written below to be deemed effective as of the Start Date set forth above.

All Nippon Airways Co., Ltd.

Hill and Knowlton Strategies, LLC

By: 
Name: Sawako oda
Title: Vice President
Date: 7/1/2021

By: 
Steve Price
CFO/COO, Western Region
Date: Jul 2, 2021

By: *Marvin B. Singleton*
Marvin B. Singleton (Jul 2, 2021 09:34 CDT)
Name: Marvin B. Singleton
Title: Executive Vice President
Date: Jul 2, 2021